



**Grant Agreement between
Emerald Cities Collaborative, Inc. and Portland Housing Bureau**

This Grant Agreement (this "Agreement") is made this 1st day of June, 2011, (the "Effective Date") by and between Emerald Cities Collaborative, Inc. ("ECC") and Portland Housing Bureau (the "Recipient").

WHEREAS, ECC is a Delaware not-for-profit corporation exempt from federal income taxes pursuant to section 501(c)(3) of the Internal Revenue Code;

WHEREAS, ECC's mission is to green the metropolitan areas in the United States in high-road ways that advance equal opportunity, shared wealth, and democracy within them;

WHEREAS, the Recipient is the housing bureau of the City of Portland, Oregon, a municipal corporation; and

WHEREAS, in furtherance of ECC's mission, ECC desires to make a grant in the amount of Seventy-Five Thousand Dollars (\$75,000) to the Recipient, and the Recipient desires to accept such grant, for the purpose set forth herein.

NOW, THEREFORE, in accepting the grant, the Recipient agrees to the following terms and conditions:

1. **Purpose.** The Recipient will use the funds to perform the work set forth in Appendix A attached hereto (the "Scope of Work"). Any changes in the use of the funds specified herein must be submitted in writing to and approved by ECC. Any changes in milestones or timeline should be reported to ECC at the earliest reasonable opportunity and approved by ECC.
2. **Payment.** Payment for work is made only for the purpose stated in this Agreement and detailed in the Scope of Work. Payment of the funds will be sent to the Recipient upon the execution of this Agreement.
3. **Budget.** Use of the grant is restricted to the categories detailed in the budget approved for the grant, attached hereto as Appendix B. The Recipient may reallocate an aggregate of up to 10% of funds from one budget category to other existing budget categories; otherwise, a prior written request must be made to ECC.
4. **Use of Funds and Restrictions.** Grant funds may not be used for purposes other than those described in this Agreement. While ECC is providing support for this project and oversees the use of funds for this project, except as expressly noted, sole responsibility for the supervision, direction and control of the conduct of the project lies with the Recipient.

The Recipient should not use the funds in this Agreement, directly or indirectly, for the following purposes or activities:

- a. make a grant to any individual for travel, study or other similar purpose, as described in Section 4945(d)(3) of the Internal Revenue Code;
- b. promote or engage in violence, terrorism, bigotry, or the destruction of any state, nor will it make sub-grants to any entity that engages in these activities;

Recipient. The Recipient agrees to contact ECC if the media release is more extensive than identifying ECC as a supporter to ensure accurate representation of ECC's involvement.

8. Term and Termination. This Agreement is effective from the Effective Date to May 31, 2013 (the "End Date") unless earlier terminated. This Agreement may be terminated by ECC upon 30 days written notice to the Recipient. ECC may also terminate this Agreement immediately upon a breach of this Agreement by the Recipient. Unless otherwise provided in the termination notice, upon notice of termination the Recipient shall immediately cease the use of any remaining funds and will return all funds constituting the grant that are not used for the purpose of the grant at the request of ECC. In the event that the project for which the funds are hereby granted to the Recipient is not complete by the End Date, any funds not expended for the purpose within the term for this Agreement will be returned to ECC. The Recipient may request an extension of time in writing. In analyzing the use of its funds, ECC considers its grant to be the last grant made, so that additional funds remaining at the end of the project will be considered the property of ECC. In the event that other funding sources have made a similar request, ECC at a minimum requires that the funds remaining be divided on a pro rata basis based on the financial contributions to the project of other funding sources requesting prioritization. In the event that this Agreement is terminated because of a breach by the Recipient, ECC will determine in its sole and absolute discretion the partial or full amount of the funds to be returned.
9. Licenses. The Recipient has all licenses, permits, authorizations, filings, exemptions, etc. required to perform its duties within and outside this Agreement and will notify ECC immediately if there is any change.
10. Insurance. The Recipient is self-insured.
11. Warranties. The Recipient warrants and guarantees that all work performed hereunder shall be (a) free of defects in design, engineering, materials, assembly and workmanship and (b) no applicable laws have been violated in the performance of the work hereunder.
12. Tax Status. The Recipient will maintain its tax-exempt status and will notify ECC immediately if there is any change.
13. Sub-grantees and Sub-contractors. The Recipient will account for the adherence to and will be liable for any non-adherence to this Agreement of any sub-grantees and sub-contractors as if they were parties to this Agreement.
14. Marketing. ECC, in its sole discretion, may elect to recognize, advertise, promote or otherwise reference the Recipient on its website, in its fundraising materials or in press releases. ECC may also request the Recipient to attend ECC-sponsored events.
15. Confidentiality. ECC, in its sole discretion, may request that the Recipient keep all information regarding the grant, including but not limited to the grant itself and this Agreement, confidential.
16. Relationship of the Parties. Nothing in this Agreement shall constitute the naming of the Recipient as an agent or legal representative of ECC for any purpose whatsoever except as specifically and to the extent set forth herein. This Agreement shall not be deemed to create any relationship of agency, partnership or joint venture between the parties and the Recipient shall make no such representation to anyone.
17. Entire Agreement. This Agreement, along with Appendix A attached hereto, shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.
18. Waiver of Remedies. Except to the extent that ECC may have otherwise agreed in writing, no waiver by ECC of any condition of this Agreement or breach by the Recipient of any of its obligations or representations hereunder shall be deemed to be a waiver of any other condition or subsequent or prior

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the last date set forth below.

EMERALD CITIES COLLABORATIVE, INC.

By: _____ Date: _____
Denise G. Fairchild
Executive Director

Address: 1140 Connecticut Ave., NW
Suite 1210
Washington, DC 20036
Facsimile: (202) 683-9062

**CITY OF PORTLAND
PORTLAND HOUSING BUREAU**

By: _____ Date: _____
Sam Adams
Mayor

Address: 1120 SW 5th Avenue, Room 1250
Portland, OR 97204-1912
Phone: (503) 823-4120
Email: Sam.Adams@portlandoregon.gov